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*Special Counsel to the GUC Trustee*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

_____	)	Case No. 20-32645-SGJ
<i>In re</i>	)	
	)	Chapter 11
MOVIE GRILL CONCEPTS LV, LLC,	)	
<i>et al.</i> , <sup>1</sup>	)	Jointly Administered
	)	
Debtors.	)	
_____		

**STIPULATION WITH WORKDAY, INC. REGARDING PROOF OF  
CLAIM NUMBER 599**

This stipulation (“**Stipulation**”) is dated November 29, 2022, between Advisory Trust Group, LLC (the “**GUC Trustee**”), solely in its capacity as GUC Trustee of the GUC Trust (the “GUC Trust”) and Workday, Inc. (“**Workday**” and together with the GUC Trustee, the “**Parties**”).

**IT IS HEREBY STIPULATED** by the Parties as follows:

**WHEREAS**, on or about September 29, 2017, Movie Grill Concepts Trademark Holdings, LLC, one of the above captioned debtors, entered into a Master Subscription Agreement (“**MSA**”) with Workday to use payroll, human resource, and other cloud-based enterprise management

<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.donlinrecano.com/Clients/smgh/Index>.

services provided by Workday, and executed a Professional Services Agreement (“**PSA**”) with Workday for Workday’s professional services in conjunction with its cloud-based enterprises management services provided under the MSA.

**WHEREAS**, on October 23, 2020 (the “**Petition Date**”), each of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), filed voluntary petitions for relief under chapter 11 of the United States Code, 11 U.S.C. § § 101-1532 (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”). The chapter 11 cases are pending before the Honorable Stacey G. Jernigan, United States Bankruptcy Judge, and are being jointly administered under the lead case, *In re Studio Movie Grill Holdings, LLC*, Case No. 20-32633-SGJ.

**WHEREAS**, on March 31, 2021, the Court entered the order [Docket No. 875] (the “**Confirmation Order**”) confirming the Debtors’ Fourth Amended Joint Chapter 11 Plan of Reorganization [Docket No. 875] (the “**Plan**”).

**WHEREAS**, the Plan became effective by its terms April 15, 2021 (the “**Effective Date**”). *See Notice of (I) Entry of Order Confirming the Debtors' Fourth Amended Joint Chapter 11 Plan of Reorganization and (II) Occurrence of the Effective Date* [Docket No. 917].

**WHEREAS**, the GUC Trust was created pursuant to the Plan and the GUC Trust Agreement, and Advisory Trust Group, LLC was appointed as the GUC Trustee of the GUC Trust. *See Plan at Article IV.B.1-2.*

**WHEREAS**, pursuant to Article VII.B of the Plan, the GUC Trustee is vested with the sole authority to prosecute objections to GUC Claims, Convenience Class Claims, and the Panterra Claims.

**WHEREAS**, on or about February 22, 2021, Workday filed proof of claim number 599 against debtor Movie Grill Concepts Trademark Holdings, LLC (case no. 20-32646) asserting a general unsecured claim in the amount of \$1,119,000.33 relating to amounts alleged to be due and owing under the MSA, PSA, and related documents.

**NOW THEREFORE**, the parties agree as follows:

1. The foregoing recitals are hereby incorporated by reference into this Stipulation with the same force and effect as if set forth fully hereinafter.
2. In full and final satisfaction of any and all claims Workday has or might have against the Debtors, Claim Number 599 is allowed as a General Unsecured Claim (a GUC Claim) in the aggregate amount of \$839,250.
3. Upon execution of this Stipulation and subject to the provisions of this Stipulation, each of the Parties irrevocably and unconditionally, fully, finally and forever releases, waives and discharges the other, its attorneys, accountants, financial advisors, directors, employees, officers, parents, agents, affiliates, subsidiaries, and the successors and assigns of any of them from any and all liabilities, obligations, actions, suits, judgments, claims, causes of action, and demands, known or unknown, whatsoever at law or in equity arising on or before the date of this Stipulation.
4. Each of the Parties hereto represents and warrants that it is duly authorized to enter into and be bound by this Stipulation.
5. This Stipulation shall be binding upon the Parties and their respective successors and assigns.
6. This Stipulation may be executed in multiple counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which will be deemed an original, but all of which together will constitute one instrument.

7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

8. The Bankruptcy Court retains exclusive jurisdiction to resolve any dispute arising from or related to the interpretation or enforcement of this Stipulation.

**SO STIPULATED AND AGREED:**

Dated: November 29, 2022


**MORRIS JAMES LLP**

/s/ 

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*Counsel to Workday, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 6<sup>th</sup> day of December, 2022, a true and correct copy of the above and foregoing has been served on all parties that are registered to receive electronic transmission through this Court's CM/ECF filing system in these cases.

/s/ Steven W. Golden  
Steven W. Golden